

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 14
to
CONTRACT NO. 071B1300109
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Optum Government Solutions, Inc. 12125 Technology Drive Eden Prairie, MN 55344	David Wieber	David.wieber@optum.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	517-993-0929	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	David Bengel	517-241-2921	BengelD@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	David Hatch	517-284-7044	hatchd@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: DATA WAREHOUSE IMPLEMENTATION AND SERVICES			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
November 16, 2010	November 15, 2015	5, 2 year	November 15, 2015
PAYMENT TERMS		DELIVERY TIMEFRAME	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		November 15, 2019
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$30,073,579.85		\$0.00	\$30,073,579.85	
<p>DESCRIPTION: Effective December 21, 2015 the attached item, Contractor Change Request 18 dated December 7, 2015 with updated terms and conditions language, are incorporated into the contract.</p> <p>The Contract value remains the same.</p> <p>All other terms, conditions, specifications, and pricing remain the same. Per vendor and agency agreement and DTMB Procurement approval.</p>				



822 Centennial Way, Suite 100 | Lansing, MI 48917 | phone: (517) 993-0929 | www.optum.com

December 7, 2015

Mr. David Bengel
Michigan Department of Technology, Management and Budget
515 Westshire Drive
Lansing, MI 48917

RE: **REVISED CHANGE REQUEST PROPOSAL 018 FOR OPEN TEXT BI QUERY SOFTWARE MAINTENANCE UNDER CONTRACT No. 071B1300109**

Dear David:

As you know, the State of Michigan (the "State") has made a request for certain changes ("Change Request 018") to Contract 071B1300109 effective November 16, 2010, as amended (the "109 Contract") asking Optum Government Solutions, Inc. ("Optum") to provide a proposal for BI Query Software Maintenance for all existing BI Query Software, as defined in Section 1.2 and Exhibit B (the "BI Query Software Maintenance") to support continued usage of the BI Query Software tool by various State agencies over multiple State fiscal years. The BI Query Software Maintenance constitutes "New Work", as that term is defined in the '109 Contract.

In response to this request for change, Optum initially provided a Change Request Proposal 018 dated June 10, 2015 (the "Prior Change Request Proposal 018"). Subsequently, the State has requested revisions and Optum is pleased to provide the State with this Change Request Proposal that supersedes and replaces the Prior Change Request Proposal 018 (the "Change Request Proposal 019").

I. Description of the Scope Covered by this Change Request Proposal 018

In so far as the BI Query Software Maintenance is outside the scope of Optum's current responsibilities under the '109 Contract, consistent with the provisions of Section 2.024 of the '109 Contract, the following describes the new Scope covered by this Change Request Proposal 018:

1.1 BI Query Software Maintenance

During the BI Query Software Maintenance Term defined in Section 1.3 below, Optum, acting through its subcontractor, OpenText, shall provide "Standard Maintenance" for the BI Query Software. The scope of what constitutes "Standard Maintenance" is set forth in Exhibit B attached hereto and incorporated by reference herein ("Exhibit B") and further governed by the End User License Agreement terms set forth in Exhibit A attached hereto and incorporated by reference herein ("Exhibit A").

1.2 BI Query Software Maintenance Term

The term during which Optum shall provide BI Query Software Maintenance (the "BI Query Software Support Term") shall commence October 1, 2015 and continues for an initial term ending twelve (12) months thereafter (the "BI Query Support Term"), provided that Optum receives a purchase order for the charge set forth in Section II below corresponding to the BI Query Support Term on or before September 30, 2015.

In the event that the BI Query Software Maintenance is terminated prior to the end of the BI Query Support Term and if the State has paid Optum a fee that covers a portion of time following the

effective date of termination, then Optum shall refund to the State a prorated amount of any prepaid charges or grant the State a credit, at Optum's sole discretion, but only if and to the extent Optum is entitled to a prorated refund of the fee it has paid to OpenText.

II. Charges

The charges for the BI Query Software Maintenance described in this Change Request Proposal 018 is set forth below:

FY2016	DCH	BI Query Admin Existing Support	\$400.00	1	\$400.00
		BI Query User Support for Original 545	\$140.00	545	\$76,300.00
		BI Query User Support for Additional 120	\$170.00	120	\$20,400.00
		FY 2016 DCH Total			\$97,100.00
	Treasury	BI Query Admin Existing Support	\$400.00	2	\$800.00
		BI Query User Support for Original 77	\$140.00	77	\$10,780.00
		BI Query User Support for Additional 9	\$170.00	9	\$1,530.00
		FY 2016 Treasury Total			\$13,110.00
	DTMB	BI Query User Existing Support	\$140.00	2	\$280.00
		FY 2016 DTMB Total			\$280.00
FY 2016 Total			\$110,490.00		

III. Terms by Which the State May Accept This Change Request Proposal 018 for BI Query Software Maintenance

A revised Attachment 1B Payment Milestones was included with Change Request Proposal 20 which has already been approved by the State and includes the BI Query Payment Milestone for FY16.

The State can approve this Change Request Proposal 018 by (1) issuing (a) a Change Notice that references this Change Request Proposal 018 and (b) a Purchase Order for \$110,490.00 for the additional BI Query Software Maintenance as defined above and (2) signing and returning the End User License Agreement attached as Exhibit A to this Change Request Proposal 018.

Except as expressly amended by this Change Request 018, all other terms and conditions of the '109 Contract remain in effect.

Should you have any questions, please do not hesitate to contact me. Thank you again for the opportunity to work with you and your project team.

Sincerely,

David Wieber

Point of Contact:

David Wieber
Michigan Director of Operations
Optum Government Solutions

Matthew S. Mosher

Matthew S. Mosher (Doc 7, 2/15/16)

Authorized Signer:

Matthew S. Mosher
Chief Operating Officer, Optum Data Management
Optum Government Solutions, Inc.

Exhibit A

END USER LICENSE AGREEMENT

This End User License Agreement ("EULA") is between the OpenText entity specified in the signature block below ("OT") and the licensee specified in the signature block below ("Licensee"), and is effective on the last signature date ("Effective Date").

Whereas, Licensee previously licensed certain Business Intelligence software from Hummingbird Ltd.; and

Whereas, OT, as successor in interest to Hummingbird Ltd. has provided maintenance and support services for such licenses; and

Whereas, the parties desire to renew maintenance and support services for such licenses; and

Whereas, the parties desire to clarify the terms and conditions for such licenses and the maintenance and support provided for such licenses; and

Whereas, the parties agree that this EULA shall govern the terms and conditions for software products already licensed to or to be licensed by Licensee and the provision of maintenance and support services by OT to Licensee.

Now, therefore, in exchange for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, OT and Licensee agree as follows:

1.0 Definitions

"Affiliate" means any entity controlled by, controlling, or under common control with a party to this EULA. Control exists through ownership, directly or indirectly, of a majority of the outstanding equity capital and of the voting interests of the subject entity. If an entity ceases to meet these criteria, it will cease to be an Affiliate under this EULA.

"Claim" means claims, suits, actions or proceedings brought against Licensee in a court of competent jurisdiction in a Covered Country by a third party which allege an infringement of the third party's patent, copyright, or trade secret rights of which OT is aware existing under the laws of the Covered Countries.

"Covered Countries" means Canada, the United States, Austria, Belgium, France, Italy, the United Kingdom, Spain, the Netherlands, Sweden, Denmark, Finland, Norway, Switzerland, Germany, Australia, and New Zealand;

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"Software" includes software products, Documentation, and Support Software licensed to Licensee under this EULA, including all copies made by Licensee;

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"Taxes" means the sales, use, consumption, goods and services, and value-added taxes imposed by the appropriate governments arising out of granting of licenses and delivery of Software under this EULA, except taxes imposed on OT's income;

"Third Party Software" means software products owned and licensed directly by third parties to the end user;

"Transaction Document" includes: a) a written order schedule signed by both parties which references this EULA, b) a quotation issued by OT and signed by the Licensee, c) an invoice issued by OT, or d) any other document that references this EULA and is agreed to by OT in writing. If and to the extent of any inconsistency between two or more Transaction Documents, the priority of the Transaction Documents will be interpreted in the order listed above. All Transaction Documents are governed by this EULA.

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5.2 Derivative Works. Licensee is prohibited from creating any change, translation, addition, extension, upgrade, update, improvement, new version, or other derivative work of the Software. Notwithstanding the above, if any of the Software is provided to the Licensee in source code format (or any other format that can be modified), the Licensee may modify such portion of the Software for the sole purpose of using the Software in accordance with this EULA and OT will solely own all modified portions and Licensee assigns all ownership rights in the modifications to OT.

5.3 Interfacing and Interactive Software. Licensee may not permit any software products not licensed by OT to interface or interact with the Software, unless accomplished through the use of application program interfaces provided by OT.

6.0 Ordering Software Licenses

6.1 Direct Orders. If Licensee orders Software directly from OT, the Software must be identified on a Transaction Document acceptable to OT.

6.2 Orders through an OT Reseller. Software Licenses ordered through a Reseller are governed by the license grant set out in this EULA and the License Model description set out in the License Model Schedule. The License Model will be stated in an order document between Licensee and Reseller. If Reseller does not notify Licensee of the correct License Model, then the License Model for which OT has been paid License Fees will apply.

6.3 Risk of Loss and Shipping Terms. The Software is deemed delivered on the earlier of (a) when it is made available by OT for electronic download, or (b) when OT delivers the Software on Physical Media. Title to the Physical Media and all risk of loss for the Physical Media will pass to Licensee when delivered by OT to the shipping dock of the OT shipping facility.

6.4 Invoicing And Payment. OT may invoice Licensee for License Fees and Taxes upon delivery of Software. All License Fees and Taxes due to OT by Licensee are due and payable upon Licensee's receipt of an invoice from OT. License Fees do not include Taxes which are the responsibility of Licensee. If OT is obligated to pay Taxes on behalf of Licensee, Licensee will reimburse OT in full promptly following receipt of OT's invoice. Licensee is responsible for paying the full License Fees to OT regardless of any Taxes Licensee is required to withhold or deduct. All License Fees and Taxes due to OT under this EULA are payable in the currency specified in the Transaction Document. All License Fees and Taxes due to OT which are not paid in full within 30 days following its due date will bear interest at a rate of 1.5% per

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6.5 Over Usage. OT may invoice Licensee for fees and Taxes payable by Licensee due to use of or access to the Software in excess of the number or type of Software Licenses granted by OT.

6.6 Licensee Affiliate Orders. Licensee's Affiliates that order Software Licenses are bound by the terms and conditions of this EULA as if it were the Licensee. Licensee and its Affiliates are jointly and severally liable to OT for any breach of this EULA.

6.7 OT Affiliate Orders. OT Affiliates may fulfill orders pursuant to a Transaction Document in which case the OT Affiliate is bound by all of the terms and conditions of this EULA as if it were OT.

7.0 OT Support and Maintenance.

7.1 OT Support and Maintenance Program. All Support Software provided to Licensee under an OT maintenance or support program is governed by this EULA. The provision of maintenance and support services by OT will be governed by the then-current version of the applicable OT software maintenance program handbook (available upon request or at www.opentext.com/agreements).

8.0 Audits and Noncompliance.

8.1 Audit. During the term of this EULA and for 24 months after, Licensee will maintain electronic and other records sufficient for OT to confirm that Licensee has complied with this EULA. Licensee will promptly and accurately complete and return (no less than 30 days) any self-audit questionnaires, along with a certification by an authorized representative of Licensee confirming that Licensee's responses to the questionnaire accurately and fully reflect Licensee's usage of the Software. Furthermore, OT may, once every two years, audit Licensee's records and computer systems (including servers, databases, and all other applicable software and hardware) to ensure Licensee has complied with this EULA. Licensee's employees, contractors, or agents may perform such audit, provided the audit is performed in the presence of and under the reasonable direction of OT's audit team. Licensee shall cooperate with OT's audit team and promptly and accurately respond to, database queries, location information, system reports, and other reports requested by OT and provide a certification by an authorized representative of Licensee confirming that information provided by Licensee accurately reflects Licensee's usage of the Software.

8.2 Conduct. Audits will be conducted during regular business hours and will not interfere unreasonably with Licensee's business. OT will provide Licensee with 7 days prior notice of each audit. Licensee will allow OT to make copies of relevant Licensee records. OT will comply with all applicable data protection regulations.

8.3 Noncompliance. If Licensee is not in compliance with the Software Licenses, Licensee will be deemed to have acquired additional Software Licenses at OT's then-current list price to bring Licensee into compliance, and Licensee must immediately pay: (a) the applicable License Fees, and (b) maintenance and support fees covering (i) the period Licensee was not in compliance with the Software License; and (ii) the first year maintenance and support fees on any additional Software Licenses. Audits shall be at OT's sole cost and expense except in the event that Licensee is determined to be out of compliance of 15% or more above the current number of licenses, in which case Licensee shall be responsible for payment of any third party costs of the audit. Compliance with the License Documents is the sole responsibility of Licensee. It is the parties' intent that the remedies found in this Section 8.3 for (i) over usage by Licensee of the number of licenses granted, or (ii) use by Licensee of the Software for an unlicensed purpose shall not entitle Licensor to seek payment from Licensee on multiple occasions for the same non-compliance facts. The foregoing language does not constitute a waiver by Licensor of any and all other rights to enforce the terms of this Agreement and its intellectual property rights in the Software and Documentation.

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11.2 LIMITATION OF LIABILITY. OT'S AGGREGATE LIABILITY TO LICENSEE WILL NOT EXCEED THE TOTAL AMOUNT OF LICENSE FEES PAID TO OT UNDER THE RELEVANT TRANSACTION DOCUMENT. THE PARTIES WOULD NOT HAVE ENTERED INTO THIS EULA WITHOUT THIS SECTION.

11.3 DISCLAIMER. THE LIMITATIONS IN THIS SECTION APPLY: (A) TO LIABILITY FOR NEGLIGENCE; (B) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, EQUITY, AT LAW, STRICT PRODUCT LIABILITY, OR OTHERWISE; (C) EVEN IF OT IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (D) EVEN IF LICENSEE'S REMEDIES FAIL IN THEIR ESSENTIAL PURPOSE. IF THE APPLICATION OF THIS SECTION IS LIMITED BY LAW OT'S LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

12.0 Termination

12.1 Termination for Default. Either party may terminate this EULA if the other party: (a) becomes insolvent; and (b) has a receiver or receiver manager appointed with respect to it or any of its assets. Without prejudice to each right or remedy of a non-breaching party, either party may terminate this EULA for material breach by written notice, effective 30 days after notice unless the other party first cures the breach.

12.2 Effect of Termination or Expiration. Upon any termination of this EULA or expiration of a term license: (a) all Software Licenses will immediately terminate; (b) Licensee will immediately cease all use of the Software; and (c) Licensee must either deliver to OT or destroy all copies of Software, Documentation, and OT confidential information in Licensee's possession or control. Within 15 days after termination, an authorized representative of Licensee must certify in writing that all copies have been delivered to OT or destroyed. Any terms in this EULA which by their nature extend beyond termination or expiration of this EULA will remain in effect until fulfilled.

13.0 Miscellaneous Provisions

13.1 Confidentiality. Information exchanged under this EULA will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this EULA and may only be shared with employees, agents, or contractors with a need to know such information. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure during the period the information remains confidential or a trade secret. These obligations do not cover information that (a) was known or becomes known to the receiving party without obligation of confidentiality, (b) is independently developed by the receiving party or (c) is required to be disclosed by law or a governmental agency.

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13.4 Independent Contractors. OT and Licensee are independent contractors. Neither party has any authority to bind the other in any manner.

13.5 Waiver, Amendment, Assignment. Any amendment of this EULA must be in writing and signed by both parties. Licensee may not assign, transfer, or sublicense any portion of its interests, rights, or obligations under this EULA by written agreement, merger, consolidation, change of control, operation of law, or otherwise, without the prior written consent of OT. Neither party will be deemed to have waived any of its rights under this EULA by lapse of time or by any statement or representation other than by a written waiver by a duly authorized representative. No waiver of a breach of this EULA will constitute a waiver of any prior or subsequent breach of this EULA. An assignment in contravention of this section will be null and void. Except to the extent identified in this subsection, this EULA will be binding upon and inure to the benefit of the respective successors and assigns of the parties.

13.6 Governing Law. This EULA is governed by the laws of the State of Michigan excluding (a) its conflicts or choice of law rules, and (b) the United Nations Convention on Contracts for the International Sale of Goods. Except for a request by OT for injunctive or other equitable relief, any dispute arising out of this EULA will be subject to the exclusive jurisdiction of the courts located in the State of Michigan. The prevailing party in any litigation related to this EULA will be entitled to its reasonable attorneys' fees and court costs. The Uniform Computer Information Transactions Act, or any version, adopted by any state, does not apply to this EULA.

13.7 Force Majeure. Except for payment and confidentiality obligations, or protection of intellectual property, neither party is responsible for any delay or failure in performance of this EULA to the extent due to causes beyond its reasonable control.

13.8 Severability. If any provision of this EULA is deemed contrary to applicable law or unenforceable by a court of competent jurisdiction, the provision will be severed from this EULA and all remaining provisions will continue in full force.

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13.14 Entire License Agreement. The License Documents set forth the entire agreement between the parties with respect to this subject matter, and supersede and replace all other related oral and written agreements and communications between the parties, including, but not limited to all past software license agreements and all attachments, amendments, and schedules thereto. Neither party has relied upon such other agreements or communications. Any purchase order terms which purport to amend or modify terms of the License Documents, or which conflict with the License Documents are void.

13.15 Third Party Rights. This EULA does not confer a benefit on, and is not enforceable by, any person or entity who is not a party to this EULA.

13.16 Legal Review and Interpretation. Both parties have had an opportunity for legal review of the License Documents. The parties agree that the License Documents result from negotiation between the parties. The License Documents will not be construed in favor of or against either party by reason of authorship. The headings used in this EULA are for convenience only. The term section refers to all subsections below a section heading (i.e. 3.0) and the term subsection refers to sequentially numbered subsections following a section (i.e. 3.1). Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents et avis qui s'y rattachent ou qui s'y rattacheront, soient rédigés en langue anglaise. The parties confirm that this Agreement and all related documentation is and will be in the English language.

13.17 Notices. Any notice under this EULA that must be given by a party in writing is deemed effective when sent either: (a) via certified or registered mail, postage prepaid, or (b) via express mail or nationally recognized courier service to the other party's address specified in this EULA or on the most recent Transaction Document. Notices to OT will also be sent to OT's general counsel at 275 Frank Tompa Drive, Waterloo, Ontario Canada, N2L 0A1.

13.18 Hardware. IF HARDWARE IS IDENTIFIED ON A TRANSACTION DOCUMENT, THE SALE AND USE OF THE HARDWARE WILL BE GOVERNED BY TERMS OTHER THAN THIS EULA. OT DISCLAIMS ALL WARRANTIES AND LIABILITY WITH RESPECT TO THE HARDWARE.

Open Text Inc. Name: Title: Date: Address: 275 Frank Tompa Drive, Waterloo, Ontario, Canada, N2L 0A1	Licensee: State of Michigan Name: Title: Date: Address: 515 Westshire Dr, Lansing, MI 48917
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Exhibit B

Software Maintenance Program Handbook

OPENTEXT

OpenText Protect

Software Maintenance Program Handbook

August 2013

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1. Introduction

Welcome to Open Text Corporation's OT Protect Software Maintenance Program. The OpenText Support team is committed to ensuring your success. This handbook provides you with information on policies and processes that have been implemented with your support needs in mind. Please use this as a guide to help you get the most out of your investment in OT solutions.

1.1 Terms

As used herein, "OTC" refers to Open Text Corporation and its subsidiaries/affiliates offering the maintenance and support services as described in this OT Protect Software Maintenance Program Handbook (formerly offered under the "OT Software Maintenance Program Handbook").

The OT Protect Software Maintenance Program Handbook (the "Handbook") describes the OT Protect Software Maintenance Program services offered for standard, unmodified OTC software licensed from OTC and for which you have purchased the support services described herein. Additionally, we offer fee-based enhanced support programs that allow organizations to extend their support coverage depending on their business needs. Examples of these enhanced support programs are additional coverage for utilities and applications developed by OpenText Professional Services or extension of your hours for support, such as OT Protect Anytime, OT Protect Anywhere, and OT Protect Premier programs which are available to any current subscriber of OT Protect Software Maintenance Program. Please refer to www.opentext.com/welcome to find more information, or contact your local support office for documentation on these additional, value-add programs.

Except as specifically outlined in this Handbook, the terms of Customer's license agreement for the covered software shall apply to OT Protect Software Maintenance Program and any additional optional coverage purchased by Customer.

In the event of any conflict between the terms in this Handbook and the terms of either a negotiated and signed license agreement or a separate maintenance & support agreement between you and OTC, the terms of such negotiated, signed agreement ("Negotiated Agreement") shall govern.

Note: References to "you" or "your" mean the entity which has licensed the covered software from OTC and is purchasing OT Protect Software Maintenance Program services; "we" or "our" refers to OTC.

2. Support Services

"Support Services" covers the following activities: an initiation of a Support Request ("SR"), OTC's response to the Support Request, and a resolution of the Support Request, all of which are described in more detail below.

2.1 General

2.1.1 Hours and OTC Support Services Location Information

Support Services are available Monday through Friday, except for OTC published holidays. Hours, support locations and additional contact information for OT Protect Software Maintenance Program are available at: https://knowledge.opentext.com/go/Customer_Care. Support Services will be delivered from a support location that is local to the installed software or from an alternate support location as determined by OTC.

2.1.2 Point(s) of Contact

Support Services are provided to one or more of your designated employees who will be referred to as a "Point Of Contact" ("POC"). Your POCs will then provide direct support to your end users on the covered software.

The POCs must have knowledge of, and the administrator permissions for, the covered software sufficient to provide OTC Support with the information, and undertake actions, required to achieve a resolution of the Support Request as described below. Note that POCs are generally the administrators and other members of your technical staff.

You may designate up to three POCs unless you have licensed over 5,000 end users, in which case OT shall determine the appropriate number of contacts on a case by case basis in accordance with your OTC software installation size. The POCs may only contact OTC Support in the region in which the POC is located.

2.1.3 Supported Versions

OTC uses industry-standard version number protocols to identify the version of the covered software. For example, either by combining a major version number, a minor version number, a point version number and a service pack version number (or build number); or by combining a major version number, a minor point version number, a minor alphabetical version number and service pack version number (collectively referred to as the "version"). Service packs are technically equivalent to a new point version except, with a service pack, it is intended that the installation process (if carried out as directed by OTC) will retain substantially all of the configuration information from the current point release. For the purposes of this Handbook, a version will be considered an instance of the covered software, which is released by OTC with its own unique version number.

You are encouraged to run the most recent version of the covered software. OTC will support each major/minor version (eg. 9.x) of the covered software for a period of thirty-six (36) months after the major/minor version release is generally made available to OTC's customers.

Please note that:

- An additional optional service is available to subscribers who wish to continue Support Services for versions of the covered software beyond the thirty-six (36) month period described above.
- Other benefits, such as access to the Customer Portal, will continue to be available to you regardless of the version of the covered software you are running as long as you are subscribed to the OT Protect Software Maintenance Program.

2.1.4 SDK Support

OT Protect Software Development Kit (SDK) Support will provide assistance with Support Requests relating only to: (a) the installation; (b) the configuration of an OTC developer application (eg. Integrated Development Environment ("IDE")) or related software required to establish a suitable development or programming environment that is consistent with those environments or applications which have been supported; and (c) the analysis of error messages related to the OTC developer application. For avoidance of doubt, SDK support does not cover support for debugging code assistance with writing coding, code reviews, or any general programming assistance.

2.1.5 Language

Communication relating to an SR will be made in English, unless, at OTC's discretion, the support center responsible for processing is able to offer communication in another language as a convenience to the Customer. OTC may not be able to provide any information in a language other than English in the event an SR is transferred to a different support center.

2.2 Initiation of a Support Request

Support Services are provided under the OT Protect Software Maintenance Program to address incidents reported by subscribers associated with performance or usage issues. Performance and usage issues are situations where the covered software is not performing substantially in accordance with the accompanying user documentation. Generally speaking, performance and usage issues may be caused by: 1) software error or defect (related to the design, coding or architecture of the covered software), 2) usage or configuration error (related to usage of the covered software or the installation, configuration or setup of the covered software), or 3) environmental error (related to the subscribers network, hardware and operating systems). Some performance and usage issues will be caused by the covered software, some will be caused by the subscriber, some may be outside the cause or control of either OTC or the subscriber, and some may be related to a combination of causes. Depending on the cause of the performance or usage issue, OTC may or may not be able to provide a successful resolution as described in section 2.4 below.

SRs for Support Services to address any issues should be initiated by a POC using either the Customer Portal located at <https://knowledge.opentext.com> or the Customer Self-Service App, which is available for iOS, Android and BlackBerry devices and available for download at <https://css.opentext.com>. These Customer Self-Service tools will automatically create a "Trouble Ticket" for all SR's and send you an associated Trouble Ticket number automatically.

Your obligations are to:

- Provide OTC Support with the information it reasonably needs to Classify and log the SR (see 2.3.2).
- Wherever possible, use the Trouble Ticket number for each communication with OTC Support.

2.3 OTC Response to a Support Request

2.3.1 Support Request Dispatch

Support Requests will be dispatched as follows:

- (a) If the SR involves a standard OTC product or involves a product developed by an OpenText official partner for which OTC provides Support Services, the Trouble Ticket will be forwarded to OTC Support for classification and resolution (described below).
- (b) If the SR involves a product that is developed by a third party, the SR will be referred to that third party. At OTC's option, OTC Support may contact the third party on your behalf or require that you contact the third party directly.
- (c) If the source of the SR is unclear, the Trouble Ticket will be forwarded to OTC Support for further investigation and, once the source of the SR is determined, it will be dispatched as described above in sections 2.3.1. (a) and (b).
- (d) If the source of the SR is your hardware, operating system, database, web server, browser software or other non-OTC application, OTC may, where possible, attempt to provide a Workaround (described below) and/or may, where possible, report the problem to the appropriate vendor for resolution.

2.3.2 Support Request Classification

Each SR will be classified by OTC Support as follows:

- (a) **Critical** - An SR will be classified as Critical if the performance issue reported causes the covered software to be functionally inoperable and prevents the covered software from being used in Production Mode. "Production Mode" means use of the covered software, as contemplated by its

accompanying documentation, by your users for your internal business purposes and not for testing purposes.

(b) **Serious** - An SR will be classified as Serious if the performance issue reported significantly degrades the performance of the covered software or materially restricts your use of the covered software in a Production Mode. The Serious classification does not include questions on end use and configuration of the covered software.

(c) **Normal** - An SR will be classified as Normal if the performance issue reported is a question regarding end use, configuration of the covered software or a minor defect in the covered software which does not materially restrict your use of the covered software in Production Mode.

As a rule, an SR for a non-production system is classified at one level below that of an identical SR for a production system.

OTC will consider, in good faith, your request to re-classify an SR prior to its resolution.

2.3.3 Response Times

The response time for an SR is determined by its classification. Response times are measured from the time the SR is received by OTC until the time when a technically qualified member of OTC Support responds to you for the purpose of commencing the work necessary to attempt to achieve a resolution of the SR, within the hours of operation of the local OTC Support office. Response times are targets and cannot be guaranteed in all circumstances by OTC.

The Response times are:

- For an SR classified as Critical - 1 hour
- For an SR classified as Serious - 2 hours
- For an SR classified as Normal - 4 hours

2.3.4 Management Escalation Process

Unresolved SR's will be escalated to OTC management under the following approximate guidelines (as measured from the time of receipt of the SR by OTC Support):

1. Unresolved SR's classified as Critical or Serious will be escalated to OTC's Manager, Product Support within four hours; to the Senior Director, Customer Support after one day; to the Vice-President, Customer Support after three days; to the Corporate EVP, within five days, and, in certain cases and at your request; to the President and CEO after ten days.
2. Unresolved SR's classified as Normal will be escalated to OTC's Manager, Product Support within seven days; to the Senior Director, Customer Support after twenty one days; to the Vice-President, Customer Support after thirty days; to the Corporate EVP, within sixty days; and, in certain

cases and at your request, to the President and CEO after ninety days.

2.4 Resolution of Support Request

OTC Support shall attempt to address each SR, regardless of classification, through the offering of technical advice, by locating an existing Workaround or by creating a new Workaround using the process described below in this Section 2.4. A "Workaround" means an alternative method of using the covered software which does not substantially reduce the affected functionality of the covered software which could include the use of a substitute software product.

2.4.1 Resolution of Critical SR's

For SR's classified by OTC as Critical which have been caused by defects in the covered software, if the technical advice provided by OTC Support has not resolved the SR, and if no Workaround can be found or created to resolve the SR, OTC Support will use commercially reasonable efforts to develop a Product Patch to address the SR and provide it to you. A "Product Patch" is a software object created to address an SR.

However, if the Product Patch is to be distributed to all OT Protect Software Maintenance Program subscribers, it will first be given to the OTC System Testing Department which will perform a regression test suite on some or all supported platforms with the Product Patch installed. In such cases, distribution of this Product Patch will be carried out through the next scheduled Product Patch release or service pack version release.

2.4.2 Resolution of Serious SR's

For SR's classified by OTC as Serious, OTC may decide to develop a Product Patch. If a Product Patch is created, it will be distributed through the next scheduled Product Patch release or service pack version release.

2.4.3 Resolution of Normal SR's

Product Patches for SR's classified as Normal are generally included in the next version release from OTC.

2.4.4 Onsite Assistance

Onsite support is available on a time and materials basis for OTC products and solutions. This service is delivered by Customer Support and may include, but is not limited to, workarounds or assistance with configuration changes as part of the resolution of an open SR.

2.4.5 Conditions of a Support Request Resolution

OTC will have no obligation to provide a resolution for your SR as described above unless:

- You have installed and implemented all of the most recently available relevant software updates, including the Product Patches, service packs, or any other software updates or you do so at the request of OTC Support. OTC Support will make that request if it reasonably believes that the installation and implementation is necessary to achieve resolution of your SR; AND,
- You are using the covered software on hardware and with third party software approved by OTC or as specified in product release notes; AND,
- The SR has, as determined by OTC, not been caused by (a) you, including, but not limited to your use of a Development Kit; (b) a third party; (c) work performed by OTC Consulting Services; or (d) the operating environment in which the covered software is implemented, including, among other things, the operating system, database, other applications or programs, communication networks, or hardware; AND,
- Your POC is available to actively participate with OTC on diagnosis, testing, and resolution. OTC reserves the right to suspend its obligations under this Handbook during any time(s) in which a competent POC is unavailable for such participation; AND,
- Your POC has received OTC required training within a reasonable amount of time of installation date (fees for such training are not covered by the OT Protect Software Maintenance Program); AND,
- You have provided OTC with all of the information necessary to allow OTC to reproduce the SR; AND,
- If required, you provide remote access to OTC for the system for which the SR has being requested. Such remote access will only be used within the context of troubleshooting.

3. Software Updates

Software updates will be made available to you as part of the OT Protect Software Maintenance Program at no additional charge if and when such software updates are generally released to all OT Protect Software Maintenance Program subscribers. To receive such updates the OT Protect Software Maintenance Program must be subscribed to at time of release and request. Subscribers are notified about new software versions in regular information bulletins and via the Customer Portal. Software updates include new versions of the covered software and product patches.

4. Limitations

The following limitations apply to the OT Protect Software Maintenance Program:

- The OT Protect Software Maintenance Program as described in this Handbook only applies to the covered software and does not apply to any modifications, deliverables, or services provided by OTC's Consulting Services staff or by third parties.
- OTC reserves the right to modify any portion of this Handbook at its sole discretion and without prior notice; however, you will be notified of any such modifications (if such modifications result in a reduction of service) in a timely manner by way of email, written notice or a posting on the Customer Portal.
- Other than the express warranties and representations described in this Handbook, OTC disclaims all statutory or implied warranties to the maximum extent permitted by law. Where law implies warranties or guarantees into this Handbook which cannot be excluded, those warranties or guarantees shall be included in this Handbook and OTC's liability for breach of such warranties or guarantees shall be limited to, at its option, to the re-supply of the OT Protect Software Maintenance services.
- Unless otherwise agreed to in writing in a Negotiated Agreement and to the maximum extent permitted under applicable law, OTC's total liability which relates in any way to the provision of OT Protect Software Maintenance Program services shall be limited to an amount equal to the fees paid by you to OTC with respect to the provision of said services during the year preceding the date when said liability arose.
- OTC's obligation to address SR's and/or performance issues shall be strictly limited to those obligations described in this Handbook.
- All software updates, new versions of covered software, Product Patches and service packs are provided on an "as is" basis, and OTC disclaims any and all expressed, implied and/or statutory warranties with respect to said software updates, new versions of covered software, Product Patches and service packs.

5. Term and Renewal

5.1 Initial Term and Renewal

The initial term for OT Protect Software Maintenance Program is twelve months beginning on the date the covered software is initially shipped from OTC to you. Unless either party provides 90 days written notice prior to the expiration of the current term, the OT Protect Software Maintenance Program will automatically renew for a subsequent 12 month term, commencing on the day following the expiration of the current term (the "Anniversary Date"). Before the commencement of a term, you will be obligated to pay the applicable entire yearly OT Protect Software Maintenance Program fee with

respect to the covered software which you have licensed from OTC, failing which OTC may suspend some or all of the OT Protect Software Maintenance Program services until payment has been received. Such suspension shall not relieve you from your obligation to pay the applicable OT Protect Software Maintenance Program fee. OTC may increase the annual fee for subsequent terms of software maintenance by no more than 10% of the price of the previous term.

5.2 Additions

The initial term of the OT Protect Software Maintenance Program for additional covered software licensed by you between Anniversary Dates shall be for twelve months beginning on the day the additional covered software is shipped from OTC to you. The second term of OT Protect Software Maintenance Program for such additional covered software, and the applicable fees, will be prorated to terminate on the Anniversary Date following the start of the second term of the OT Protect Software Maintenance Program for the additional covered software in order to allow the terms of the OT Protect Software Maintenance Program for all covered software licensed by you to be co-terminus.

5.3 Reductions

All requests to renew OT Protect Software Maintenance Program on a fewer number of licenses or modules for software that is currently covered under maintenance and support must be submitted in writing to OTC no less than 90 days prior to the expiration of the then current term. Acceptance of any requests to align fees for the remaining software is at OTC's sole discretion. If OTC accepts such a request, OTC shall only provide software updates and software support for the number and type of licenses included in your then remaining software being renewed under maintenance and support. The maintenance charges for the remaining software shall be re-priced in accordance with the current list price for OT Protect Software Maintenance which may be in excess of the existing price. In such an event, the fees that would apply to each license may differ from any earlier terms (for example, previously granted fee discounts are not applicable).

5.4 Lapse and Reinstatement

If you decide not to renew a term of the OT Protect Software Maintenance Program for the covered software, you may, upon agreement by OTC, subsequently purchase OT Protect Software Maintenance Program services for said covered software. However, in addition to the fee for the new term, which shall be a minimum of 12 months, you will need to pay the fees that would have been payable had you continued the OT Protect Software Maintenance Program uninterrupted. The fees charged to re-instate the OT Protect Software Maintenance Program are subject to a surcharge for each lapsed month, including the month of reinstatement.

Future reinstatement of software removed as a part of a reduction as described in Section 5.3 is subject to payment of back-maintenance fees and lapsed month surcharges.

OTC will confirm fees for Reinstatement at the time the request is made for reinstatement.

Exhibits

- **Exhibit 1** - Customer Portal
- **Exhibit 2** – OpenText Support Lifecycle

Exhibit 1 – Customer Portal

OpenText online support: Using OTC software as the underlying technology, the portal provides a communications forum for OTC, its OT Protect Software Maintenance Program subscribers and its partners. The Customer Portal provides access to:

- **Knowledge Base:** A technical Knowledge Base is available to all subscribers of the OT Protect Software Maintenance Program. This Knowledge Base contains articles describing technical tips, known issues and product bulletins.
- **Customer Self-Service:** Open new trouble tickets, update existing tickets, or review the status of previously opened tickets conveniently, at any time of the day. Using the Customer Portal, view the status of issues under investigation by OpenText Research & Development, including defects and enhancement requests. In addition, review all active and past support contracts with OpenText.
- **Documentation:** All OpenText Product Documentation is indexed and available for searching. This online system helps users quickly find necessary information typically found in printed OTC user manuals.
- **Discussion Forums:** Subscribers have access to various Discussion Groups. Through these discussions, it is possible to communicate with other subscribers and OTC personnel about various products, services and industry ideas.
- **Downloads:** This area allows subscribers to download patches and modules. Some modules will be distributed free of charge and others will be for purchase. The permissions-based structure allows for a convenient accessibility model to the appropriate purchased modules. This area also contains links to third party add-ons, patches and service packs.
- **Communication:** All subscribers to the OT Protect Software Maintenance Program will receive regular updates containing valuable information about support issues and new products or product versions.
- **Enhancement Request Process:** Subscribers to the OT Protect Software Maintenance Program are encouraged to submit suggestions and ideas for enhancing for all OTC products by initiating a service request.

Exhibit 2 – OpenText Support Lifecycle¹

OpenText will provide patches and bug fixes to each version of covered software for a period of thirty-six (36) months after the version release is generally made available.

What is 'Current Maintenance'?

When a new version of an OpenText product is released, it is considered to be under 'Current Maintenance' for a period of thirty-six (36) months from the version release date. Subject to any limitations described in this Handbook, which shall include Sections 2.4.5 and 4, products under Current Maintenance benefit from assigned R&D resources and offer the following features:

- Unlimited number of support request submissions through the Customer Portal, Customer Self Service App, or traditional channels (i.e. telephone, email).
- Service packs and / or patches.
- The ability to request hot fixes.
- The ability to report product defects.
- The ability to request enhancements or new features.
- Access to documentation online.
- Access to technical articles and discussion forums in the Customer Portal.
- Access to technical webinars and events.
- Access to Global Service offerings (additional charge).

What is 'Sustaining Maintenance'?

After the 36th month of Current Maintenance has expired, the product version enters into the 'Sustaining Maintenance' phase of the product lifecycle. During this stage of the lifecycle, the following support services are still available:

- Unlimited number of support request submissions through the Customer Portal, Customer Self Service App or traditional channels (i.e. telephone, email).
- Access to documentation online.

¹ Applicable to most, not all, OTC software. Contact your OpenText Support Team to confirm whether your product suite offers this program.

- Access to technical articles and discussion forums in the Customer Portal.
- Access to technical webinars and events.
- Access to Global Service offerings (additional charge).

When a product is considered to be under Sustaining Maintenance, the core development team is redirected to other work and no new services packs and patches are released for general use. Product defects and enhancement requests may still be reported, but work by the core development team on these issues will be discontinued. Migration to a current Maintenance version may be required.

If you are unable to upgrade to a version under Current Maintenance, OpenText offers an OT Protect Superseding Program at an additional cost. Please contact your local support office for more information.

Questions?

For additional information, please contact your regional OpenText Support Team.

About OpenText

OpenText provides Enterprise Information Management software that enables companies of all sizes and industries to manage, secure and leverage their unstructured business information, either in their data center or in the cloud. Over 50,000 companies already use OpenText solutions to unleash the power of their information. To learn more about OpenText (NASDAQ: OTEX; TSX: OTC), please visit www.opentext.com.

www.opentext.com

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+44 0 1189 848 000 • AUSTRALIA +61 2 9026 3400

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 13
 to
CONTRACT NO. 071B1300109
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Optum Government Solutions, Inc. 12125 Technology Drive Eden Prairie, MN 55344	David Wieber	David.wieber@optum.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	517-993-0929	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	David Bengel	517-241-2921	BengelD@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	David Hatch	517-284-7044	hatchd@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: DATA WAREHOUSE IMPLEMENTATION AND SERVICES			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
November 16, 2010	November 15, 2015	5, 2 year	November 15, 2015
PAYMENT TERMS		DELIVERY TIMEFRAME	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2, 2-year	<input type="checkbox"/>		November 15, 2019
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$19,073,579.85		\$11,000,000.00	\$30,073,579.85	

DESCRIPTION: Effective November 15, 2015 the contract is extended to November 15, 2019. The contract is fully restated as included in the attached Change Request 20 dated 16 October 2015 to update outdated terms and include new terms for the refresh of the hardware and associated services.

The Contract value is increased by \$11,000,000.00 to \$30,073,579.85.

All other terms, conditions, specifications, and pricing remain the same. Per vendor and agency agreement and DTMB Procurement approval.

Attachment for Change #13
Saved as Separate Document

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 12
 to
CONTRACT NO. 071B1300109
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR		PRIMARY CONTACT		EMAIL
Optum Government Solutions, Inc. 12125 Technology Drive Eden Prairie, MN 55344		David Wieber		David.wieber@optum.com
		PHONE		CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
		517-993-0929		
STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	David Bengel	517-241-2921	BengelD@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	David Hatch	517-284-7044	hatchd@michigan.gov
CONTRACT SUMMARY				
DESCRIPTION: DATA WAREHOUSE IMPLEMENTATION AND SERVICES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
November 16, 2010	November 15, 2015	5, 2 year	November 15, 2015	
PAYMENT TERMS		DELIVERY TIMEFRAME		
N/A		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$19,073,579.85		\$0.00	\$19,073,579.85	
<p>DESCRIPTION: Effective November 1, 2015 the attached item (vendor Change Request 19) and pricing schedules are incorporated into the contract.</p> <p>The Contract value remains the same.</p> <p>All other terms, conditions, specifications, and pricing remain the same. Per vendor and agency agreement and DTMB Procurement approval.</p>				



822 Centennial Way, Suite 100 | Lansing, MI 48917 | phone: (517) 993-0929 | www.optum.com

September 30, 2015

Mr. David Bengel
Michigan Department of Technology, Management and Budget
515 Westshire Drive
Lansing, MI 48917

RE: **SECOND REVISED CHANGE REQUEST PROPOSAL 019 FOR SYMMETRY SOFTWARE AND SERVICES
UNDER CONTRACT No. 071B1300109**

Dear David:

As you know, the State of Michigan (the "State") has made a request for certain changes ("Change Request 019") to Contract 071B1300109 effective November 16, 2010, as amended (the "109 Contract") asking Optum Government Solutions, Inc. ("Optum") to provide Optum Symmetry Software and Services. The Optum Symmetry Software and Services constitutes "New Work", as that term is defined in the '109 Contract.

In response to this request for change, Optum initially provided a Change Request Proposal 019 dated June 24, 2015 and then the State requested revisions and Optum provided a Revised Change Request Proposal 019 on July 13, 2015 (collectively, the "Prior Change Request Proposal 019"). Subsequently, you have requested additional revisions and Optum is pleased to provide the State with this Change Request Proposal that supersedes and replaces the Prior Change Request Proposal 019 (the "Change Request Proposal 019").

Description of the Scope Covered by this Change Request Proposal 019

In so far as the Optum Symmetry Software and Services is outside the scope of Optum's current responsibilities under the '109 Contract and consistent with the provisions of the '109 Contract:

1. Section 1.000 identifies Data Warehouse Data Analysis Software as being a type of product that could be purchased in the future under the '109 Contract; and,
2. Section 2.024 describes the Change Request process,

the following describes the new Scope covered by this Change Request Proposal 019 and the parties agree as follows:

I. License of Symmetry Software

- A. Description of Software. Optum hereby grants the State a nonexclusive, nontransferable license to use the following software (the "Software"). The Software is included in the definition of "Software" used in the '109 Contract, and includes a nonexclusive license to use the Current Procedural Terminology ("CPT") codes embedded therein.
 - ❑ **Symmetry Episode Treatment Groups (ETG)**. The Symmetry ETG Software is an episode building patient classification system methodology that uses inpatient and ambulatory claims, or other like data, to identify treatment episodes.
 - ❑ **Symmetry Episode Risk Groups (ERG)**. The Symmetry ERG Software predicts and assigns potential risk values to individual members of a health care plan, based in part on a derivative of ETG.

- **Symmetry Pharmacy Risk Groups (PRG).** The Symmetry PRG Software works in conjunction with Optum's pharmacy mapping drug classifications algorithms for assigning potential risk values to patient populations for prospective analysis based solely on claims.
 - **Symmetry EBM Connect.** The Symmetry EBM Connect Software is intended to help the State retrospectively measure and monitor the quality of care provided to its plan members by comparing services captured on medical claims, pharmacy claims and laboratory results data to recognized and established clinical guidelines. The Symmetry EBM Connect software includes only default cases and rules.
- B. **Rights to Use.** The State's right to use the Software is limited to the uses stated in this Change Request Proposal 019.
 - 1. **Grouping Claims.** The State may use the Software at the sites defined below for the purpose of grouping of claims for which the State is the payer or third party administrator (TPA) (unless otherwise permitted below) and using any Software output for the internal business activities of the State or the State's payer or TPA customers, including use of the output for the purposes of medical cost containment and treatment analysis, and provider network analyses and management.
 - 2. **Value Added Reports.** The State may use the Software to create Value Added Reports. "Value Added Reports" means the State's written analysis and interpretation of the results generated by processing any of the State's own claims (if the State is a payer) or any one group's claims through the Software. Value Added Reports may be in the form of reports or analysis, paper or electronic, and may include the grouped data and identifiers generated by the Software. The State may deliver Value Added Reports only to the employer group, other group or association, physicians, physician groups, or consumers whose claims were processed for such report.
 - 3. **Disclosure.** Should the State desire to disclose any Software output or Value Added Reports to a third party entity other than as described above, the State is required to notify Optum of the entity and scope of the project requiring the disclosure. If Optum agrees the State may make such disclosure, the State will ensure that the receiving entity signs a non-disclosure agreement with the State or with Optum which prohibits further uses or disclosures of the Software output and Value Added Reports. The State will pay Optum any additional mutually agreed fees for such disclosure and project.
- C. **Proprietary Rights.** The State understands that the Software and data derived from the Software are protected under copyright laws and are the subject of United States patents. The State agrees to mark all Value Added Reports and other reports generated using the ETG Software with the following:

"Portions of the Software are protected under United States Patents #5,835,897; #6,370,511; #7,620,560; #7,725,333; #7,774,216; and #7,979,290. Other U.S. and foreign patents pending. Recipient of this information may not disclose, permit to be disclosed, or otherwise resell or transfer all or any portion of this information to any third party."
- D. **Informational Tool.** The Software is provided to the State for informational purposes only. The State acknowledges that the Software is a tool that the State may use in various ways in its internal business. Any reliance upon, interpretation of and/or use of the Software by the State is solely and exclusively at the discretion of the State. The State's determination or establishment of an appropriate treatment plan, reimbursement level or fee is solely within the State's discretion, regardless of whether the State uses the Software. Optum is not engaged in the practice of medicine and does not determine, on the State's behalf, the appropriate fee or reimbursement levels for the State and its business. The State shall not use the Software to perform medical diagnostic functions, set treatment procedures or substitute for the medical judgment of a physician or qualified health care provider.

II. Symmetry Services

Symmetry Implementation Services. Optum will provide implementation services for the Software (the "Services") set forth in the Symmetry Implementation Scope of Services attached to this Change Request Proposal 019 as Attachment 2 (the "ISOS").

III. State of Michigan Obligations

The State agrees to acquire, install, implement and maintain all services, hardware, software, networks, program fixes, program releases, operating system software, database software, and other third-party software, as deemed necessary by Optum for proper execution of the Software. Such items may be at an additional cost for which the State is financially responsible. Optum shall not be responsible for installation or support of third-party components or for circumstances beyond its reasonable control. The State shall not deliver the Software to any third party for such third party's use, even if such third party use is on behalf of the State. Under no circumstances does this license allow for the access to or distribution of the Software's executable programs, codes, or related documentation to any entities outside of the site(s).

- A. Software Delivery. Optum will make available to the State one (1) master copy of the Software. Such copy of the Software shall be in an electronic form and suitable for reproduction by the State in support of the State's permitted uses of the Software including installing for purposes of hosting both a test/preview site and a production site. The State may use the Software at the following location (the "Primary Site"): State of Michigan Lake Superior Data Center located at 7064 Crowner Drive, Lansing, MI 48821.
- B. Future Sites. Optum and the State agree that future installation sites may be added under this Schedule as mutually agreed upon by both parties in writing and at an additional cost (other sites and the Primary Site are collectively the "Sites"). For purposes of reporting and calculation of fees due under this Schedule, the Primary Site shall be responsible for coordinating the support needs for all authorized sites and also be responsible for the annual Covered Lives count reporting responsibilities.

IV. Software Support Services

Optum will perform the following Software Support Services for the State, which will be deemed to be "Services" under the Agreement, for the current version of the Software and one prior version.

- A. Software Support Resources. A wide variety of Software support resources are available on-line to all of the State's registered users via the Optum and Symmetry websites. Examples of these materials include downloadable product patches, Symmetry Clinical Knowledgebases, Symmetry Suite Product Guides, and Software Training Materials including Schedule and Registration instructions.
- B. Help Desk Services. Optum will provide the following help desk support via email and telephone during the Term defined in Section VI of this Change Request Proposal 019 in the following areas:
 - Assistance with Software installation and Software updates provided under Section IV(C).
 - Assistance with Software questions involving general usage, operation, and functionality.
 - Error and bug reporting, analysis, isolation and identification.
 - Information on current releases, Software compatibility, restrictions, enhancements, workarounds, and fixes.

Customer Support Helpdesk	
Customer Support Helpdesk	Technical support Services are available to the State by phone and email. The Customer Support Helpdesk supports functional, operational, software, and Software-related issues, questions, and outages if applicable. The helpdesk may not be used for training.
Customer Support Helpdesk Availability	8:30 A.M. – 6:00 P.M. Eastern Time, Monday - Friday with the exception of Optum company holidays or office closings.

- C. Generally Available Software Updates and Corrections. Optum shall promptly make available to the State all modifications, updates, error corrections, minor releases, major releases and all related documentation for the Software that Optum makes available to all of its other licensees of the Software. Optum will make minor updates (including error corrections) to the Software as Optum determines is appropriate. Migration to new major releases of the Software will be coordinated with the the State. The State shall make a good faith effort to migrate to the most current version of the Software within a reasonable timeframe from general availability of such current version.
- D. Software Version Support. Optum will support the State in maintenance of the then current release as well as prior releases for a limited time period as indicated per the Release Support Schedule in the Software documentation.
- E. Product Incidents. The State agrees to notify Optum promptly following the discovery of any Error. An "Error" shall mean a failure of the Software to perform in accordance with the Documentation provided by Optum for that particular Software release. Further, upon discovery of an Error, and at the request of Optum, the State agrees to submit a listing of output and any other data that Optum may require in order to reproduce the Error and/or the operating conditions under which the Error occurred or was discovered. The State will provide, as requested by Optum, copies of databases, Error logs, network performance metrics and Software parameters to assist Optum in understanding Errors. The State will provide remote access to the State's network and databases, when requested. The State will provide access to database administrators, network administrators, desktop administrators and Software administrators, as requested by Optum, to help facilitate rapid resolution of implementation and support issues.
1. Reporting Errors. When the State provides a written report of a potential Error to Optum, Optum will classify such Error as a Severity One Error, Severity Two Error, Severity Three Error, Severity Four Error or as not an Error, and will respond and begin taking actions to correct such Error, as set forth below.
- (a) Severity One Error (Critical). A "Severity One Error" shall mean an Error occurring (a) after it is first used in production by the State (the "First Commercial Use") that causes the Software to fail to install or run and renders the Software unusable, or (b) an Error internal to the Software that compromises overall Software integrity or data integrity when the Software is installed or operational (i.e., causing a Software crash or loss or corruption of the State's Data. Optum shall make reasonable efforts to respond to calls for a Severity One Error within one (1) business hour.
- (b) Severity Two Error (High). A "Severity Two Error" shall mean an Error occurring (a) after the State's First Commercial Use in which a required program or feature of the Software is unusable, or (b) an Error internal to the Software causes a major loss of functionality (i.e., major options or features of the Software fail to function) for which there is no known workaround. Optum shall make reasonable efforts to respond to calls for a Severity Two Error within two (2) business hours.
- (c) Severity Three Error (Medium). A "Severity Three Error" shall mean an Error occurring (i) after the First Commercial Use in which an optional program or feature

of the Software is unusable, or (ii) an Error internal to the Software causes a minor loss of Software functionality (i.e., minor options or features of the Software fail to function) for which there may or may not be a known workaround. Optum shall make reasonable efforts to respond to calls for a Severity Three Error within eight (8) business hours.

- (d) Severity Four Error (Low). A "Severity Four Error" shall mean an Error occurring after the First Commercial Use that has only a minor effect on functionality. Optum shall make reasonable efforts to respond to calls for a Severity Four Error within sixteen (16) business hours.
- 2. Critical Errors. If an Error is classified as a Severity One Error or a Severity Two Error, Optum will initiate work on developing a resolution such as a fix or workaround consisting of sufficient programming and/or operating instructions ("Error Correction") and will use its commercially reasonable efforts to complete the Error Correction promptly after such Error is reported. Any such Error Correction may be provided through a temporary fix or work-around consisting of sufficient programming and/or operating instructions to implement the Error Correction. Written reports shall include reports transmitted to Optum by electronic mail delivery; provided that email will only be utilized by the State to convey an Error report as a follow-up to a phone conversation held between the State and Optum for the purpose of orally reporting such Error. Prior to a written or oral report being submitted to Optum, the State will verify and record via the written report that the State has verified the following:
 - (a) The Software has been installed in complete accordance with the Optum installation instructions and configuration requirements.
 - (b) The State's representative responsible for executing the production is skilled, at a reasonable level, to follow and execute such Optum installation instructions.
 - (c) The State has performed reasonable commercial diligence to ensure that the Error being reported is not due to the presence of or the defect of any third party software or components.
- 3. Cooperation. If the State does not expend commercially reasonable efforts to comply with the provisions set forth in this Section, then the Error shall be handled in accordance with the criteria for a Severity Four Error.
- F. Exceptions. Optum is not responsible for making corrections due to the following reasons:
 - 1. Errors resulting from misuse, improper use, or damage of the Software, to the extent caused by the State, provided that the State's actions were not directed by Optum or set forth in the Documentation.
 - 2. Problems caused by any modifications made to the Software, other than modifications made by Optum.
 - 3. Errors resulting from software other than the Software supplied by Optum, or from failure of the State's equipment or networks, provided, however, this exception shall not apply to problems arising from or in connection with third-party software, hardware or equipment provided or expressly recommended by Optum for use with the Software.
 - 4. Errors resulting from the combination of the Software with any other software or equipment to the extent such combination has not been certified by Optum pursuant to this Schedule, or otherwise approved by Optum.
 - 5. Errors contained in releases other than as provided for in the Release Support Schedule in the Software documentation.

V. Collected Data

- A. Definition of Collected Data. "Collected Data" is defined as the State's health care claims and/or health care encounter data in a format containing identifiers from the Software, including but not limited to the ETG number, ETG subclass identifier, the episode number, the cluster number, the episode type, risk markers, and Software version.

- B. Confidentiality of Collected Data. The State agrees not to disclose, permit to be disclosed, or otherwise resell or transfer, with or without consideration, all or any portion of the Collected Data to any third party, except that the State may disclose the Collected Data, at no additional charge to the State, to its consultants or agents for the sole purpose of assisting or advising the State in the conduct of the State's internal business activities. Prior to such disclosure, the State's consultants and agents shall execute a nondisclosure agreement, in a form consistent with the language contained herein, which will prohibit such consultants or agents from using such Collected Data (other than to assist or advise the State), from disclosing such the Collected Data to any third party, and from aggregating the State's Collected Data with data from any other sources. Such nondisclosure agreement must provide that Optum shall be a third party beneficiary of the rights of the State thereunder. If the State is required to disclose the Collected Data by law or by regulatory agencies or other entities with legal authority to examine the Collected Data, the State shall deliver prompt written notice to Optum of such potential examination, allowing Optum the opportunity to interpose all objections to the proposed disclosure.

VI. Fees

- A. Covered Lives. As of the Effective Date of this Change Request Proposal 019, the State represents and warrants to Optum that the State's total number of Covered Lives is less than 2,300,000. "Covered Lives" shall mean each subscriber and enrolled dependent eligible for coverage or payment for medical benefits by or through the State. Optum shall be entitled, not more than one time per year, upon reasonable notice and during regular business hours, to audit the State's Covered Lives for the purpose of substantiating the accuracy of reported Covered Lives totals and fee calculations. The State shall be invoiced for any adjustment based upon any difference between its actual Covered Lives and the Covered Lives reported for the fee calculation.

As it relates to Covered Lives above, the State of Michigan is calculating its total Covered Lives as its beneficiaries in the following programs: Traditional Medicaid, Healthy Michigan Plan (HMP), Children's Special Health Care Services (CSHCS), MiChild, Pre-paid Inpatient Health Plan (PIHP), and Maternity Outpatient Medical Services (MOMS).

- B. License Fee. The State agrees to pay Optum \$436,200.00 for the License Fee for use of the Software for one year from the Effective Date for up to the number of Covered Lives set forth above. The License Fee also covers the Software Support Services during such one year period.
- C. Implementation Services Fee. The State shall pay Optum \$30,900.00 for the Services set forth in the Attachment 2 - ISOS. The State understands that delays caused in scheduling meetings, changes in the objectives or scope of the project, and/or new information acquired during the course of the project may impact Optum's ability to deliver the Services within the fees set forth above. If either the State or Optum becomes aware of circumstances that are likely to lead to a change in the fees for Services, the change order process described in the ISOS will be promptly initiated and the parties will negotiate a mutually acceptable change order modifying the description of the Services and/or the fees. The Implementation Services Fee above assumes no travel is required by Optum to perform the ISOS tasks.
- D. Payment Terms.
1. License Fee. Optum shall invoice the State for License Fee as of the Effective Date of this Change Request Proposal 019. The State shall pay the invoice amount within forty-five (45) days of the date of the invoice.
 2. Implementation Services Fee. Services to be performed under the ISOS will be billed as of the Effective Date of this Change Request Proposal 019. The State shall pay the invoice amount within forty-five (45) days of the date of the invoice.

VII. Term and Termination

- A. Term. This Change Request Proposal 019 is effective as of the Effective Date, and continues for one (1) year thereafter, unless earlier terminated pursuant to this Change Request Proposal 019 or pursuant to the '109 Contract (the "Term").
- B. Effect of Termination. Within thirty (30) days after termination of this Change Request Proposal 019, the State shall return to Optum all copies of the Software and documentation supplied by Optum. The State acknowledges that Optum may use certain functionality in the Software to de-activate and disable the Software upon termination of this Change Request Proposal 019.

VIII. Change Request Process

Changes in project scope, schedule or timeline for any Services under a scope of services require a change request and may result in a new or revised scope of services and associated fees. All requests to change project scope will use the following procedure. Either Optum or the State may initiate a change of scope request in writing, specifying the description of the proposed change. The impact on costs, staffing, workloads, and schedule will be documented by Optum. Optum may also specify the date before which the State must respond to avoid uncontrolled impacts on the project plan. If the change of scope is approved by both parties, Optum will revise the Scope of Services and budget as needed and schedule the work to commence accordingly. The signatures of the State and Optum on the change of scope request form will confirm approval or rejection of the request. Optum will not commence work on the change request without approval.

IX. Consortium Measures

The EBM Connect software contains measures that are owned by the American Medical Association ("AMA") and/or the Physician Consortium for Performance Improvement (the "Consortium"). "Measure" shall mean the consortium measures and documentation posted on the Consortium's website, which includes the AMA's copyright notice, including Measure definitions, numerator and denominator statements, inclusions/exclusions, clinical and technical specifications and algorithms necessary to construct each Measure from health care data and to report measure results. Measures do not include any computer object, application or any type of programming or relational data tables. The State agrees to the terms of the AMA and Consortium Measures End User Agreement attached to this Schedule.

X. Terms by Which the State May Accept This Change Request Proposal 019 for Symmetry Software

A revised Attachment 1B Payment Milestones is attached to this Change Request Proposal 019 and replaces the prior Attachment 1B Payment Milestones that forms an integral part of the '109 Contract.

The pricing set forth in this Change Request Proposal is valid provided that the State approves this Change Request Proposal on or before October 30, 2015 (the "Validity Date"). The State can approve this Change Request Proposal 019 by issuing (1) a Change Notice that references this Change Request Proposal 019 and (2) a Purchase Order for **\$467,100.00** for the additional Symmetry Software and Services as defined above, where the date when both (1) and (2) are complete shall be considered the "Effective Date", provided that (1) and (2) occur on or before the Validity Date.

Except as expressly amended by this Change Request 019, all other terms and conditions of the '109 Contract remain in effect.

Should you have any questions, please do not hesitate to contact me. Thank you again for the opportunity to work with you and your project team.

Sincerely,

David Wieber

Point of Contact:

David Wieber
Michigan Director of Operations
Optum Government Solutions

Matthew S. Mosher

Matthew S. Mosher (Oct 6, 2015)

Authorized Signer:

Matthew S. Mosher
Chief Operating Officer, Optum Data Management
Optum Government Solutions, Inc.

Attachment 1B (Revised)

Payment Milestones - 5 Year growth

Milestone	State of Michigan Fiscal Year						Total
	FY11	FY12	FY13	FY14	FY15	FY16	
Initial Training Subscription Plus Teradata Partners Conference	29,060						\$29,060.00
Contract Hardware and Software	9,597,979						\$9,597,979.00
Production System Production Migration Completion	\$243,311						\$243,311.00
5450 Deinstallation	\$34,255						\$34,255.00
Test System Production Migration Completion	\$84,452						\$84,452.00
5380 Deinstallation	\$34,755						\$34,755.00
TADM Services	\$45,910						\$45,910.00
DA Implementation Services - Architecture Planning and Design		\$55,926.00					\$55,926.00
DA Implementation Services - Configuration and Setup		\$74,568.00					\$74,568.00
DA Implementation Services - Detail Design and Implementation		\$167,779.00					\$167,779.00
Protegrity Services	\$50,805						\$50,805.00
Ongoing TEN+ Membership plus Teradata Partner Conference		\$29,060.00	\$29,060.00	\$29,060.00	\$29,060.00		\$116,240.00
Teradata Warehouse Miner Training Course 1	\$37,069						\$37,069.00
Teradata Warehouse Miner Training Course 2		\$37,069.00					\$37,069.00
Teradata Warehouse Miner Training Course 3 - CR012				\$37,069.00			\$37,069.00
10 GbE Network Adapter Change - CR013				\$22,900.00			\$22,900.00
Protegrity Software Upgrade - CR014					\$37,000.00		\$37,000.00
Additional Teradata Training during CY 2014 - CR015				\$29,700.00	\$35,640.00		\$65,340.00
TDWI Training - CR015					\$90,000.00	\$45,000.00	\$135,000.00
Teradata Hardening Services - CR016				\$90,000.00			\$90,000.00
Host Group Configuration Services - CR017					\$9,900.00		\$9,900.00
On-Going Training	\$73,684	\$47,504.00	\$47,504.00	\$47,504.00	\$47,504.00		\$263,700.00
DataDirect Software Licenses - CR002	\$32,000						\$32,000.00
DataDirect Software Maintenance - CR002	\$6,600	\$7,660.00	\$8,420.00	\$9,260.00	\$10,190.00		\$42,130.00
Additional COBC Software and Maintenance Support - CR007		\$15,650.00	\$3,460.00	\$3,810.00	\$4,190.00		\$27,110.00
Additional COBC Software - CR008		\$3,200.00					\$3,200.00
AUX Systems Hw & SW Mnt 4/1/11 - 9/30/11 - CR002	\$15,827						\$15,827.00
AUX Systems Hw & SW Mnt 10/1/11 - 9/30/16 - CR002		\$34,821.00					\$34,821.00
BI Query Software License and Maintenance - CR003		\$161,799.06	\$88,581.96	\$97,442.76	\$107,185.07		\$455,008.85
BI Query Software Maintenance FY16 - CR018						\$110,490.00	\$110,490.00
Optum Symmetry Software License and Services - CR019					\$467,100.00		\$467,100.00
Business Objects Software Maintenance - CR004		\$37,761.00					\$37,761.00
JBURG Support - CR004		\$272,908.00	\$286,552.00	\$300,880.00			\$860,340.00
	9/1/11 - 8/30/11	10/1/11 - 9/30/12	10/1/12 - 9/30/13	10/1/13 - 9/30/14	10/1/14 - 9/30/15	10/1/16 - 2/29/16	
Warranty - Production System w/AWS Rack	\$267,568	\$191,120.00					\$458,688.00
Warranty - Test System w/AWS Rack	\$198,344	\$141,675.00					\$340,019.00
Warranty - Teradata Warehouse Miner	\$9,051	\$6,465.00					\$15,516.00
Warranty - Dual Active	\$55,319	\$39,514.00					\$94,833.00
On-Going Annual Maintenance - Disk Retention Option - CR 009		-	\$26,110.00	\$31,331.00	\$31,331.00	\$13,055.00	\$101,827.00
On-Going Annual Maintenance - COD Pull Ahead - CR 011			\$104,945.17				\$104,945.17
On-Going Annual Maintenance - Prod System w/AWS Rack		\$267,568.00	\$459,560.00	\$526,001.00	\$614,352.00	\$268,282.00	\$2,135,763.00
On-Going Annual Maintenance - Test System w/AWS Rack		\$198,344.00	\$340,733.00	\$368,755.00	\$435,631.00	\$195,567.00	\$1,539,030.00
On-Going Annual Maintenance - Teradata Warehouse Miner		\$9,051.00	\$15,516.00	\$15,516.00	\$15,516.00	\$6,465.00	\$62,064.00
On-Going Annual Maintenance - Dual Active		\$55,319.00	\$95,146.00	\$104,032.00	\$116,972.00	\$50,748.00	\$422,217.00
Total	\$10,816,888	\$1,864,761.08	\$1,606,688.15	\$1,713,280.78	\$2,061,671.07	\$888,807.00	\$18,830,787.81

Ad Board Approved Contract Amount: \$19,073,580.00
Amount Remaining not allocated: \$442,812.99

Attachment 2 – Symmetry Implementation Scope of Services (ISOS)

- I. Description of the Services. Optum will perform the following services for the State, which will be deemed to be "Services" under Change Request Proposal 019. Optum will provide training and support Services to assist the State in the implementation of the Software. The implementation of the Software is referred to as the "Project."
- A. Implementation Manager. Optum will assign an Implementation Manager ("IM") to work with the State to provide Project oversight. The IM will be responsible for coordinating Optum resources, providing general guidance and direction to the State, and serving as the main contact for the State throughout the Project as described below.
- B. Phases for Performing Services. The Services will be provided in the following phases:
1. Project Set Up and Planning Phase
 - (a) Services. The Project begins with a kick off conference call where the Project teams review roles and responsibilities and discuss the State's key business goals for deployment.
 - (b) Deliverables. This phase includes the following deliverables:
 - (i) Product Software and Documentation
 - (ii) Project Plan: This document will define phases and detailed activities of the Project.
 - (iii) Issues Log: This document will contain a list of issues and resolutions encountered during the entire Project.
 - (iv) Weekly Status Meetings: Optum will host regular weekly meetings to review the status of the Project and discuss the issues log and any other topics pertinent to the implementation.
 - (v) Business Needs and Recommendations Assessment: Optum will document and deliver an assessment based on interview sessions which will include business needs and goals, key findings, barriers to accomplishing the defined goals, and specific recommendations for the Software implementation approach.
 - (c) Assumptions:
 - (i) Optum will provide documentation for the Software via the Optum user website.
 - (ii) Optum will provide the State with a client login to access the Optum site to download the Software.
 - (iii) Optum will provide the State with a license key to activate the Software.
 - (iv) The State is responsible for installing the Software on the State's server(s).
 - (v) Optum will provide remote support via the phone to support the Software installation process if needed.
 - (d) Completion Criteria. This phase shall be considered complete upon:
 - (i) Delivery of the Software and documentation.
 - (ii) Kick off meeting has been held.
 - (iii) Project plan, weekly status meetings and issues log have been initiated.
 - (iv) The State has registered on the Optum Learning Management System 72 hours in advance of the initial training session.
 - (v) Delivery of Business Needs Assessment document.
 - (vi) State Project staff have attended the web-based trainings for the current version of the Software covering concepts, methodology, data preparation, and configuration as outlined in the below table(s):

ETG:

Title	Description	Duration
General Concepts and Methodology Part A	Provides an introduction to ETG episodes. Discussion is centered on ETG concepts, definitions and ETG-specific methodology.	2 hours
General Concepts and Methodology Part B	Provides further discussion of ETG severity levels and severity scores. In addition the session will provide a detailed look at the processing steps for a sample data set.	2 hours

Data Preparation and Configuration	Covers preparing input data for the ETG grouper. Then it discusses the configuration choices for the grouper and the use of the configuration editor.	2 hours
Output Files and Practical Applications	Provides an introduction to each of the ETG output files, and discussion of how to use data from the different files. Optum will cover configuration options that affect output within each file. Examples of the application for various business scenarios are included.	2 hours

EBM Connect:

Title	Description	Duration
General Concepts and Methodology	Provides an introduction to EBM Connect including concepts, classification structure and definitions unique to EBM Connect and its' processing. Features also discussed include result values, EBM & Compliance flags, eligibility features and physician attribution logics utilized within EBM Connect	2 hours
Data Preparation and Configuration	Covers preparing input data with EBM Connect. Then it discusses the configuration choices for EBM Connect and the use of the configuration editor.	2 hours
Standard Output Files	Provides an introduction to the output files and the standard reports, data elements within each file, and a discussion on how files may be used.	2 hours
Audit Files, Synopses & Algorithms	Provides an introduction of the Audit Files. In addition, the class will concentrate on how to review an Algorithm and Synopsis document for a case, discussion of the logic used within each algorithm and how to use the appropriate reference material applicable for each algorithm.	1.5 hours

ERG:

Title	Description	Duration
General Concepts and Methodology	Provides a general introduction to the grouper with discussion centered on concepts, definitions and ERG-specific methodology	2 hours
Data Preparation and Configuration	Covers preparing input data for use with ERG. The configuration choices for the risk engine and the use of the Configuration Editor are also discussed.	
Output	Provides an introduction to the ERG output files as well as how to use supporting documentation with these files for interpretation.	

2. Product Configuration Specification Phase

- (a) Services. Optum will review the configuration options for the Software with the State and will obtain a high-level understanding of the State's business purposes. The initial discussions are designed to provide the State with an understanding of the Optum configuration options for the Software, including but not limited to processing options, optional data, and output options.
- (b) Deliverables. The Services in this phase include the following deliverables:

- (i) Customized Configuration Session: Optum will provide a detailed review of configuration choices and their impact on grouper outputs.
 - (ii) Recommended Configuration Report: Optum will provide a complete listing of all Symmetry parameters and their values to be used for this Project, based on Customized Configuration Session discussion.
 - (iii) Touch point meeting with Business Solutions Group so that goals are aligned with those in the Business Needs Assessment
 - (c) Completion Criteria. This phase shall be considered complete upon:
 - (i) Customized Configuration Session has been held, and
 - (ii) Recommended Configuration Report has been delivered.
3. Data Extract Preparation and Submission Phase
- (a) Services. Optum will review pertinent data requirements for the Software with the State and obtain a high-level understanding of the State's source data and internal processes via data meetings and discussions. The initial discussions are designed to provide the State with an understanding of the Optum standard data requirements for the Software, including but not limited to required variables, formatting data files and layout specifications. Optum will provide technical support to the State during this process.
 - (b) Deliverables. The Services include the following deliverables:
 - (i) Data Specifications Workbook: Optum will provide a listing of each field in each input file, along with its data requirements.
 - (ii) Example QA Results Workbook: Optum will provide the State with a workbook showing example results from the sorts of quality assurance tests Optum runs on input data.
 - (iii) Touch point meeting with Business Solutions Group so that goals are aligned with those in the Business Needs Assessment.
 - (c) Completion Criteria. This phase shall be considered complete upon delivery of the Data Specifications Workbook and the example QA Results Workbook.
4. Optum Data Processing and Output File Creation Phase
- (a) Services. The State will provide Optum with a data feed of its input files of State Data. Optum will review these input files for consistency as well as potential issues that may result in a compromised Software run. Upon completion of the initial review, Optum will provide the State with a QA Results Workbook. Optum will review the QA Results Workbook with the State team and determine the appropriate course of action, which may include a second extract of test data with issues corrected by the State. This process continues until Optum determines that input files are suitable for the Software processing, at which point the files will be considered Useable Data. If all source data problems are not resolved by the State after the second input file quality review, the State will pay Optum on a time and materials basis for any subsequent data quality reviews. Upon receipt of Useable Data (input files suitable for Software processing), Optum will process the State's input files through the Software, and provide quality checks on the output. Using insights gained during this phase, Optum will recommend further optimizations to the data, if any.
 - (b) Deliverables. The Services include the following deliverables:
 - (i) QA Results Workbook: Optum will provide the State with the workbook showing the results from the quality assurance tests Optum ran on the input data ten (10) business days from data submission.
 - (ii) Output Benchmarks Comparison Workbook: Optum will provide the State with a comparison between their results and the corresponding Symmetry benchmarks as well as feedback on results ten (10) business days from receipt of Useable Data.
 - (iii) Processing Engine Output: All output files from the processing will be sent to the State at the same time as the Output Benchmarks Comparison Workbook.

- (iv) Touch point meeting with Business Solutions Group so that goals are aligned with those in the Business Needs Assessment.

(c) Assumptions.

- (i) The State's Data originates from one data source and shares a common record layout and map tables.
- (ii) The unique number of members is under one million (1,000,000), provided, however, that the foregoing assumption only applies to the quality assurance portion of Optum's Services under the Project. The State's license to use the Software and the corresponding pricing for such license permits the State to use the Software for up to 2,300,000 Covered Lives, as set forth in Sections VI(A) and (B) of this Change Request Proposal 019.
- (iii) Claims data provided is limited to at most three (3) years.
- (iv) Standard (minimum) input is expected with no custom fields or files (e.g. disease registry, user defined trim points, provider key, etc.).
- (v) Required fields are provided and do not require imputation (e.g. standard pricing) or extensive ETL customization.
- (vi) The State's data can be run as one file and not as subsets in multiple runs (such as per-time-period submissions). There could be separate runs, one per grouper, as there can be small differences in input requirements between the different groupers.

- (d) Completion Criteria. This phase shall be considered complete when the State's data feed is processed and Deliverables sent to the State.

5. State Data Processing and Output File Creation Phase

- (a) Services. The State will process its data using the Software. The Project will be complete upon successful processing. The Optum Project team will provide the State with information about ongoing support and make an introduction to the account service representative as the Project completes.

- (b) Completion Criteria. This phase shall be considered complete when the first State data feed is processed without incident.

II. State Responsibilities. The State will:

- A. Assign a Project Manager to work with Optum and serve as the primary Optum point of contact.
- B. Provide the personnel, hardware and software resources as required for the Project.
- C. Coordinate State resources (technical, analytic, clinical) for source data extract requirements.
- D. Ensure appropriate technical infrastructures are in place to support the Software.
- E. The State will register in advance on the Optum Learning Management System and attend all web-based trainings for the Software.
- F. Prepare and maintain all required input file maps and required input file elements.
- G. Review Optum feedback on tests of input files.

III. Out of Scope. The following activities are out of the scope of this ISOS: custom trim points, custom clean periods, custom outliers, customization of output files or integration into reporting systems.

IV. Change Request Process. Changes in project scope, schedule or timeline for any Services under this ISOS require a change request and may result in a new or revised Scope of Services and associated fees. All requests to change Project scope will use the following procedure. Either Optum or the State may initiate a change of scope request in writing, specifying the description of the proposed change. The impact on costs, staffing, workloads, and schedule will be documented by Optum. Optum may also specify the date before which the State must respond to avoid uncontrolled impacts on the Project plan. If the change of scope is approved by both parties, Optum will revise the Scope of Services and budget as needed and schedule the work to commence accordingly. The signatures of the State and Optum on the change of scope request form will confirm approval or rejection of the request. Optum will not commence work on the change request without approval.

Attachment 3 – AMA and Consortium Measures End User Agreement

1. Grant of Rights and License Restrictions

- a. The right to use the Measures in the Optum product is non-transferable, non-exclusive, and for the sole purpose of internal use by the State of physician performance measures within the United States and its territories.
- b. For purposes of this end user agreement, physician performance measures shall mean and include only the Consortium measures and related documentation posted on the Web site (www.phvsicianconsortium.org) ("AMA Web site") that includes the AMA's copyright notice, including measure definitions, numerator and denominator statements, inclusions/exclusions, clinical and technical specifications and algorithms necessary to construct each measure from health care data and to report measure results ("Measures"). Measures as defined and licensed hereunder do not include any computer object, application or any type of programming or relational data tables.
- c. The State shall not modify the Measures except to customize the Measures for use within the State's practice (but in no event will the content of the Measures be altered), removing any copyright, trademark, and attribution notices and disclaimers, creating derivative works (other than to customize the Measures for use within the State's practice), removing copyright, trademark and selling or licensing Measures or otherwise making the Measures or any portion thereof available to any unauthorized party.
- d. Updated versions of the Measures are available at www.phvsicianconsortium.org, or that Optum will provide updated versions of the Measures in the next release of its Product(s) if commercially feasible.
- e. The State should ensure that anyone who has authorized access to the Product(s) including the Measures complies with the provisions of this agreement and with all applicable laws in the use of the Product(s) and the Measures, including but not limited to the Health Insurance Portability and Accountability Act.

2. Notices

- a. The Measures have been developed by the Consortium and copyrighted by the AMA as the convener and member of the Consortium.
- b. Limited proprietary coding is contained in the Measures data specifications for convenience. This license does not grant any rights to these proprietary code sets. The State agrees to obtain all legally necessary licenses for use of such proprietary coding from the owners of these code sets including a separate license from the AMA for use of Current Procedural Terminology (CPT®). CPT contained in the Measures data specifications is copyrighted by the AMA.

3. Miscellaneous

- a. THE STATE ACKNOWLEDGES THAT MEASURES DEVELOPED BY THE CONSORTIUM ARE INTENDED TO FACILITATE QUALITY IMPROVEMENT ACTIVITIES BY PHYSICIANS. THESE MEASURES ARE NOT CLINICAL GUIDELINES, DO NOT ESTABLISH A STANDARD OF MEDICAL CARE, AND HAVE NOT BEEN TESTED FOR ALL POTENTIAL APPLICATIONS.
- b. THE AMA, THE CONSORTIUM AND ITS MEMBERS SHALL NOT BE RESPONSIBLE FOR ANY USE OF ANY MEASURES. THE MEASURES ARE LICENSED "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE AMA, THE CONSORTIUM AND THE CONSORTIUM'S MEMBERS DISCLAIM LIABILITY FOR ANY CONSEQUENCES ATTRIBUTABLE TO OR RELATED TO ANY USES, NON-USE OR INTERPRETATION OF INFORMATION CONTAINED IN OR NOT CONTAINED IN THE MEASURES, AND FOR USE OR ACCURACY OF ANY CPT OR OTHER CODING CONTAINED IN MEASURES SPECIFICATIONS. THE

DEVELOPMENT AND DISTRIBUTION OF THE MEASURES DOES NOT CONSTITUTE THE PRACTICE OF MEDICINE BY THE AMA, THE CONSORTIUM OR BY ANY OF THE CONSORTIUM'S MEMBERS. IN NO EVENT WILL THE AMA, THE CONSORTIUM OR THE CONSORTIUM'S MEMBERS BE LIABLE TO THE STATE OR TO ANY OTHER PARTY FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH MEASURES EVEN IF THE AMA, THE CONSORTIUM OR THE CONSORTIUM'S MEMBERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- c. THE AMA, THE CONSORTIUM AND THE CONSORTIUM'S MEMBERS DO NOT WARRANT THAT THE MEASURES WILL MEET THE STATE'S REQUIREMENTS OR THAT THE OPERATION OF THE MEASURES WILL BE UNINTERRUPTED OR WITHOUT ERROR. THE STATE ACKNOWLEDGES THAT THE MEASURES HAVE NOT BEEN DEVELOPED ACCORDING TO THE STATE'S SPECIFICATIONS OR ARE OTHERWISE CUSTOM-MADE. THE AMA, THE CONSORTIUM AND EACH OF ITS MEMBER'S ENTIRE LIABILITY AND THE STATE'S EXCLUSIVE REMEDY SHALL BE FOR THE AMA TO PROVIDE THE STATE WITH COMPLETE COPIES OF MEASURES AS ADOPTED BY THE CONSORTIUM VIA THE AMA'S WEB SITE.
- d. The State acknowledges that Optum may not provide the State with new or updated Measures in the event of the termination or expiration of the agreement between Optum and the AMA (on behalf of the Consortium). The State may continue to use Measures incorporated into its system prior to such termination or expiration of that agreement and obtain updated Measures from the AMA Web site;
- e. In the event a provision is determined to violate any law or is unenforceable, the remainder of this End User agreement shall remain in full force and effect;
- f. The AMA is a third party beneficiary for purposes of enforcing its rights under this End User agreement.

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 11
to
CONTRACT NO. 071B1300109
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Optum Government Solutions, Inc. 12125 Technology Drive Eden Prairie, MN 55344	David Wieber	David.Wieber@Optum.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(517) 993-0929	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR				
BUYER	DTMB	Whitnie Zuker	517-284-7030	zuckerw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: DATA WAREHOUSE IMPLEMENTATION AND SERVICES			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
November 16, 2010	November 15, 2015	5, 2 Year Options	November 15, 2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:			ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:	
\$0.00			\$19,073,579.85	

Effective March 3, 2015 the attached Proposal 017 Host Group Creation Services and revised Attachment 1B Payment Milestones is hereby incorporated into this contract. The revised Attachment 1B shows a net reduction to the total of all payment milestones of \$380,591.00.

The Contract value remains the same. The new amount remaining not allocated amount is increased by \$380,591.00; new total \$1,020,402.99.

All other terms, conditions, specifications, and pricing remain the same. Per vendor and agency agreement and DTMB Procurement approval.



822 Centennial Way, Suite 100 | Lansing, MI 48917 | phone: (517) 993-0929 | www.optum.com

February 23, 2015

Mr. David Bengel
Michigan Department of Technology, Management and Budget
515 Westshire Drive
Lansing, MI 48917

RE: **CHANGE REQUEST PROPOSAL 017 FOR HOST GROUP CREATION SERVICES UNDER CONTRACT No. 071B1300109**

Dear David:

The State of Michigan (the "State") has made a request for change to Contract No. 071B1300109 ("Change Request 017") asking Optum Government Solutions, Inc. ("Optum") to provide a proposal for providing Host Group Creation Services, as defined below. The Host Group Creation Services constitutes "New Work", as that term is defined in our Contract 071B1300109 effective November 16, 2010, as amended (the "109 Contract").

In response to this Change Request 017, Optum is pleased to provide the State with this Change Request Proposal for Host Group Creation Services (the "Change Request Proposal 017").

I. Description of the Scope Covered by this Change Request Proposal 017

HOST GROUP CREATION SERVICES

The State has requested that Optum, via our previously approved subcontractor, Teradata Government Systems LLC ("Teradata"), perform services ("Host Group Creation Services") as defined in more detail below:

The State has requested that a second host group be created on its Teradata systems to facilitate encryption of end-user network traffic for the Teradata environment. The State intends that all end-user network traffic will traverse the first host group's related network and will have encryption enforced at the gateway while all backup and restore (BAR) network traffic will traverse the second host group related network and will remain unencrypted. The State is intending to keep the BAR related traffic unencrypted as they have found that encrypting the traffic is currently causing an unacceptable increase in backup elapsed time for the weekly full backups.

Teradata will perform Host Group Configuration Services for the State Production, Development/Disaster Recovery, and Test/Dual Active systems, (TPA nodes only) by adding a new host group to each Teradata system as described in the Teradata Security Administration Manual section: "Restricting Logons By Host Group".

Additional Notes:

- The State has three (3) Teradata systems:
 - 560 for Dual Active/Test
 - 2+1 5650H for Development/DR
 - 3+2 5650H for Production
- The State intends that BAR network traffic is to be unencrypted for all three Teradata systems.
- The State also intends that Non-BAR network traffic is to be encrypted and as part of this project the gateway configuration will be changed by the State to enforce encryption for all Non-BAR network traffic.
- The encryption of network traffic is not included in the scope of this project.

1. PROJECT START AND END DATES

- 1.1. The estimated Start Date for Teradata's performance regarding the Host Group Creation Services will be mutually agreed by Optum, the State, and Teradata but is expected to be no sooner than March 23, 2015 assuming:
 1. The Teradata 14.10 upgrade has been completed in the Production Environment;
 2. The State has successfully migrated to its new BAR infrastructure (Media Servers, Switches, and related 10GbE Network Cards); and
 3. Optum has received approvals from the State for this Change Request Proposal 017 as defined at the end of this Change Request Proposal 017.
- 1.2. The estimated End Date for Teradata's performance regarding the Host Group Creation Services will be mutually agreed upon by Optum, the State, and Teradata based on the start date and the related approved change windows for the three (3) Teradata Systems.

2. SERVICES DESCRIPTION

- 2.1. As part of the Host Group Creation Services, Teradata will:
 - Prepare change control requests and obtain proper State approvals.
 - Identify interfaces that PUT (Parallel Update Tool) can see and determine which interfaces need to be assigned to which Host Group.
 - Verify there are no interfaces that will need to be configured that PUT does not have any knowledge of.
 - Identify the number of Gateway processes required per node for the new Host Group.
 - Identify the number of PEs (Parsing Engines) per node required to support the new Host Group ID. Teradata Customer Service representative configures the database to define multiple hosts using the Configuration utility ADD HOST command. Each host must include the same vprocs as the corresponding host group in Vconfig.
 - Planned Implementation Process:
 - The 560 Dual Active/Test System will be first
 - The 2+1 5650 Development/DR System will be second
 - The 3+2 5650 Production System will be third

3. DELIVERABLES

- 3.1. Teradata will provide the following Deliverables:

No.	Deliverable Description
1	Host Group configuration for the Dual Active/Test Environment along with a one page document detailing the configuration changes implemented in the Dual Active/Test environment
2	Host Group configuration for the Development/DR Environment along with a one page document detailing the configuration changes implemented in the Development/DR environment
3	Host Group configuration for the Production Environment along with a one page document detailing the configuration changes implemented in the Production environment

4. DEPENDENCIES, OPTUM AND STATE RESPONSIBILITIES, AND PERSONNEL

4.1. Optum's agreement to this Change Request Proposal 017 and its duty to perform in accordance with this Change Request Proposal 017 are dependent and conditioned upon the following dependencies being satisfied.

- The State's network administrator assigns multiple aliases (tdpids) to the Teradata Database system, and maps each tdpid to a set of COP (Communications Processor) names and IP addresses, which corresponds to a configured host group.
- The State's network administrator assigns a Teradata client or group of clients to a single tdpid that corresponds to a host group.
- The State will test after each system implementation before allowing Teradata to proceed to the next system in the order of systems listed above. Teradata will not perform the testing.
- The State will implement enforcement of encryption for the end-users' host group at the gateway. Teradata will not implement encryption or enforcement of encryption at the gateway.
- This solution will segregate the end users' network traffic from the BAR jobs' network traffic but is not a perfect solution in forcing a user to go to the host group that will involve encryption. That is, an end user who learns the IP address for the host group without encryption could try to log in there. Thus, the State may restrict logons to specific hosts for the end users via IP filters.

4.2. Project Manager

The State will provide a manager who is available to meet regularly with Optum and Teradata personnel on matters pertaining to this project, able to procure and direct State resources as requested by the Teradata Consultants. The manager will be familiar with the administration and workings of the State's DTMB group, and who is versed in the operation and management of the Teradata systems.

5. OUT OF SCOPE SERVICES; EXCLUSIONS

5.1. The Services to be provided by Teradata include only what is expressly described in this SOW. Services that are outside the scope of this Change Request Proposal 017 include, but are not limited to, the following:

- Changing O/S tuning parameters to optimize performance
- Changing Teradata tuning parameters to optimize performance
- Changing BAR tuning parameters to optimize performance
- Installation of Application software
- Installation of client software
- Installation of host software (utilities)
- This will not increase the speed of the unencrypted BAR jobs.

II. Fiscal Year 2014 TDWI Training

As part of this Change Request Proposal 017, the State has also requested and Optum is agreeing to move the TDWI Training Services originally planned to be delivered in FY14 that were originally included in the '109 Contract for the period of October 1, 2013 through September 30, 2014 to FY16.

Below is the payment milestone to be moved as part of the revised Attachment 1B Payment Milestones that is attached to this Change Request Proposal 017:

<u>Description</u>	<u>Period Covered</u>	<u>Price to State</u>
TDWI Training - CR015	10/1/13-9/30/14	\$45,000.00

III. Protegrity Upgrade Services – CR014

As part of this Change Request Proposal 017, the State has also requested and Optum is agreeing to move the Protegrity Upgrade Services originally being shown in the Payment Milestones in FY14 to FY16. The Protegrity Software Upgrade Services have been proposed as part of Change Request Proposal 014 but have not yet been approved by the State.

Below is the payment milestone to be moved as part of the revised Attachment 1B Payment Milestones that is attached to this Change Request Proposal 017:

<u>Description</u>	<u>Period Covered</u>	<u>Price to State</u>
Protegrity Software Upgrade - CR014	10/1/14-9/30/15	\$37,000.00

IV. Dual Active Implementation Services – Additional Mentoring

As part of this Change Request Proposal 017, Optum has requested and the State is agreeing to remove the Dual Active Implementation Services currently shown to be delivered in FY15. If the State wishes to engage Optum for additional Dual Active related services in the future, a new Change Request Proposal will be developed to further and more specifically cover the scope of the intended project.

Below is the payment milestone to be removed as part of the revised Attachment 1B Payment Milestones that is attached to this Change Request Proposal 017:

<u>Description</u>	<u>Period Covered</u>	<u>Price to State</u>
DA Implementation Services - Additional Mentoring	10/1/14-9/30/15	\$74,568.00

V. JSURS Support Services – CR004

As part of this Change Request Proposal 017, the State has requested and Optum is agreeing to remove the JSURS Support Services currently shown to be delivered in FY15.

Below is the payment milestone to be removed as part of the revised Attachment 1B Payment Milestones that is attached to this Change Request Proposal 017:

<u>Description</u>	<u>Period Covered</u>	<u>Price to State</u>
JSURS Support – CR004	10/1/14-9/30/15	\$315,923.00

VI. Charges:

The Host Group Creation Services and deliverables offered in this Change Request Proposal 017 are firm fixed price.

Upon completion of the applicable Deliverable, including the one page document for that Deliverable, Optum will present the State with a deliverable acceptance letter which will require the State to sign-off. The State will have five (5) business days to review and accept the applicable deliverable, where such acceptance shall not be unreasonably withheld or delayed,

shall be based on whether the deliverable has been completed and shall be evidenced by the State's counter-signature to the applicable deliverable acceptance letter. Optum' shall invoice the State for the Fixed Fee amount listed below upon State's approval of the applicable deliverable acceptance letter.

No.	Deliverable Description	Fixed Fee
1	Host Group configuration implemented and configuration document delivered for the Dual Active/Test Environment.	\$3,300.00
2	Host Group configuration implemented and configuration document delivered for the Development/DR Environment.	\$3,300.00
3	Host Group configuration implemented and configuration document delivered for the Production Environment.	\$3,300.00
	Total	\$9,900.00

IV. Terms by Which the State May Accept This Change Request Proposal 017:

A revised Attachment 1B Payment Milestones is attached to this Change Request Proposal 017 and replaces the prior Attachment 1B Payment Milestones that forms an integral part of the '109 Contract. The revised Attachment 1B shows a net reduction to the total of all payment milestones of \$380,591.00.

The State can approve this Change Request Proposal 017 by issuing (1) a Change Notice that references this Change Request Proposal 017 and (2) a Purchase Order for the additional Host Group Creation Services as defined above.

Except as expressly amended by this Change Request 017, all other terms and conditions of the '109 Contract remain in effect.

Should you have any questions, please do not hesitate to contact me. Thank you again for the opportunity to work with you and your project team.

Sincerely,



Point of Contact:
David Wieber
Michigan Director of Operations
Optum Government Solutions, Inc.


James Franke (Feb 24, 2015)

Signer:
James Franke
Senior Vice President
Optum Government Solutions, Inc.

Attachment 1B (Revised)

Payment Milestones - 6 Year growth

Milestone	State of Michigan Fiscal Year						
	FY11	FY12	FY13	FY14	FY15	FY16	Total
Initial Training Subscription Plus Teradata Partners Conference	29,060						\$29,060.00
Contract Hardware and Software	\$597,979						\$597,979.00
Production System Production Migration Completion	\$243,311						\$243,311.00
\$450 Deinstallation	\$34,255						\$34,255.00
Test System Production Migration Completion	\$84,452						\$84,452.00
\$380 Deinstallation	\$34,755						\$34,755.00
TASIS Services	\$45,910						\$45,910.00
DA Implementation Services - Architecture Planning and Design		\$55,926.00					\$55,926.00
DA Implementation Services - Configuration and Setup		\$74,568.00					\$74,568.00
DA Implementation Services - Detail Design and Implementation		\$167,779.00					\$167,779.00
DA Implementation Services - Additional Membership					\$74,568.00		\$74,568.00
Protegrity Services	\$50,805						\$50,805.00
Ongoing TEN+ Membership plus Teradata Partner Conference		\$29,060.00	\$29,060.00	\$29,060.00	\$29,060.00		\$116,240.00
Teradata Warehouse Miner Training Course 1	\$37,069						\$37,069.00
Teradata Warehouse Miner Training Course 2		\$37,069.00					\$37,069.00
Teradata Warehouse Miner Training Course 3 - CR012				\$37,069.00			\$37,069.00
10 GbE Network Adapter Change - CR013				\$22,900.00			\$22,900.00
Protegrity Software Upgrade - CR014				\$37,000.00	\$37,000.00		\$37,000.00
Additional Teradata Training during CY2014 - CR015				\$29,700.00	\$35,640.00		\$65,340.00
TDWI Training - CR015				\$44,000.00	\$90,000.00	\$45,000.00	\$135,000.00
Teradata Hardening Services - CR016				\$90,000.00			\$90,000.00
Host Group Configuration Services - CR017					\$9,900.00		\$9,900.00
On-Going Training	\$73,684	\$47,504.00	\$47,504.00	\$47,504.00	\$47,504.00		\$263,700.00
DataDirect Software Licenses - CR002	\$32,000						\$32,000.00
DataDirect Software Maintenance - CR002	\$6,600	\$7,660.00	\$8,420.00	\$9,260.00	\$10,190.00		\$42,130.00
Additional ODBC Software and Maintenance Support - CR007		\$15,650.00	\$3,460.00	\$3,810.00	\$4,190.00		\$27,110.00
Additional ODBC Software - CR008		\$3,200.00					\$3,200.00
AX Systems Hw & SW Mnt 4/1/11 - 9/30/11 - CR002	\$15,827						\$15,827.00
AX Systems Hw & SW Mnt 10/1/11 - 9/30/15 - CR002		\$34,821.00					\$34,821.00
BI Query Software License and Maintenance - CR003		\$161,799.06	\$88,581.96	\$97,442.75	\$107,185.07		\$455,008.85
Business Objects Software Maintenance - CR004		\$37,751.00					\$37,751.00
JSURS Support - CR004		\$272,908.00	\$286,552.00	\$300,880.00	\$215,922.00		\$860,340.00
	3/1/11 - 8/30/11	10/1/11 - 9/30/12	10/1/12 - 9/30/13	10/1/13 - 9/30/14	10/1/14 - 9/30/15	10/1/15 - 2/28/16	
Warranty - Production System w/AWS Rack	\$267,568	\$191,120.00					\$458,688.00
Warranty - Test System w/AWS Rack	\$198,344	\$141,675.00					\$340,019.00
Warranty - Teradata Warehouse Miner	\$9,051	\$6,465.00					\$15,516.00
Warranty - Dual Active	\$55,319	\$39,514.00					\$94,833.00
On-Going Annual Maintenance - Disk Retention Option - CR 009		-	\$26,110.00	\$31,331.00	\$31,331.00	\$13,055.00	\$101,827.00
On-Going Annual Maintenance - COD Pull Ahead - CR 011			\$104,945.17				\$104,945.17
On-Going Annual Maintenance - Prod System w/AWS Rack		\$267,568.00	\$459,560.00	\$526,001.00	\$614,352.00	\$268,282.00	\$2,135,763.00
On-Going Annual Maintenance - Test System w/AWS Rack		\$198,344.00	\$340,733.00	\$368,755.00	\$435,631.00	\$195,567.00	\$1,539,030.00
On-Going Annual Maintenance - Teradata Warehouse Miner		\$9,051.00	\$15,516.00	\$15,516.00	\$15,516.00	\$6,465.00	\$62,064.00
On-Going Annual Maintenance - Dual Active		\$55,319.00	\$95,146.00	\$104,032.00	\$116,972.00	\$50,748.00	\$422,217.00
Total	\$10,816,889	\$1,864,761.06	\$1,606,688.13	\$1,713,280.78	\$1,684,471.07	\$678,117.00	\$18,063,177.01

Ad Board Approved Contract Amount: \$19,073,580.00
Amount Remaining not allocated: \$1,020,402.99